

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>J Offeror to complete blocks 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER F73DEH90280100		PAGE 1 OF 42	
2. CONTRACT NO. F41612-99-C0012		3. AWARD/EFFECTIVE DATE 30 SEP 99		4. ORDER NUMBER		5. SOLICITATION NUMBER F41612-99-R0037	
7. FOR SOLICITATION INFORMATION CALL ➔ JAMES C. MCNEIL (940) 676-6888				8. TELEPHONE (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME 23AUG99 1400	
9. ISSUED BY 82d Contracting Squadron SERVICES FLIGHT 136 K AVE, SUITE 1 SHEPPARD AFB TX 76311 BUYER: JAMES C. MCNEIL EMAIL: James.McNeil@sheppard.af.mil				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET-ASIDE: 100 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input checked="" type="checkbox"/> 8(A) SIC: 8744 SIZE STANDARD: \$5,000,000.00		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO: 82 CES/CEH HOUSING OFFICE SHEPPARD AFB TX 76311				16. ADMINISTERED BY SAME AS BLOCK 9			
17a. CONTRACTOR/OFFEROR CONTRACT CONSULTANTS INC 530 BEDFORD RD, SUITE E BEDFORD TX 76022 DUNS NUMBER: 933147530 CAGE CODE: 05VP3 PHONE: 817-268-5600 <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18a. PAYMENT WILL BE MADE BY SEE PAGE 3 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED: <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		SEE ATTACHED BID SCHEDULE					
		AWARD IN ACCORDANCE WITH FAR 6.302-5(B)(4) 15 USC 637					
25. ACCOUNTING AND APPROPRIATION DATA CITED ON FUNDING MODIFICATION						26. TOTAL AWARD AMOUNT (For Govt Use Only) \$349,418.99	
<input checked="" type="checkbox"/> 27a. SOLICITATIONS INCORPORATE BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACTS/PURCHASE ORDERS INCORPORATE BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE YOUR OFFER DATED 23 Aug 99. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: 0001,0002,0003 & 0004			
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Julienne Moore</i>				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Cheryl M. Brown</i>			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) JULIENNE MOORE, CEO		30c. DATE SIGNED 9/30/99		31b. NAME OF CONTRACTING OFFICER CHERYL M. BROWN		31c. DATE SIGNED 30 SEP 99	
32a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. DO VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				35. AMOUNT VERIFIED CORRECT FOR		37. CHECK NUMBER	
32c. DATE				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		38. S/R ACCOUNT NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				39. S/R VOUCHER NUMBER		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42a. RECEIVED BY (Print)		42b. RECEIVED AT (Location)	
41c. DATE				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

STANDARD FORM 1449 (10-95)

TABLE OF CONTENTS

I. SF 1449 Solicitation/Contract/Order for Commercial Items Continuation from SF 1449

- (1) Continuation for SF 1449; block 17b.
- (2) Section B, Continuation for blocks 19-24, Prices/Costs

II. Applicable Contract Clauses

- (1) FAR 52.2212-4 (Full Text) Contract Terms & Conditions
- (2) Addendum 1 to FAR 52.212-4
- (3) FAR 52.212-5 (Full Text), Contract Terms & Conditions

III. Contract documents, exhibits and attachments

- (1) Statement of Need
- (2) Workload Estimate
- (3) Historical Information from Fiscal Year 1999
- (4) Service Delivery Summary
- (5) Department of Labor Wage Determination
No. 94-2525, Rev 14, 08/31/99
- (6) List of Contractor Furnished Items
- (7) Amendments
 - 0001 Dated 21 May 99
 - 0002 Dated 10 Aug 99
 - 0003 Dated 10 Aug 99
 - 0004 Dated 18 Aug 99
 - 0005 Dated 20 Sep 99
 - 0006 Dated 29 Sep 99

IV. Solicitation Provision

Filed Separately

I. SF 1449 Solicitation/Contract/Order For Commercial Items (Continued)

CONTINUATION FROM SF 1449

(1) CONTINUATION FROM SF 1449 blocks

(a) BLOCK 17b.

Complete if remittance is different than block 17a

(b) BLOCK 18b

Send invoices to addresses listed below:

DFAS-SA/FPV
500 MCCULLOUGH AVENUE
SAN ANTONIO TX 78215

AND

82D CES/CEOH
231 9th AVE
SHEPPARD AFB TX 76311-3333

SEND ONE COURTESY COPY OF INVOICE TO ADDRESS LISTED BELOW:

82D CONTRACTING SQUADRON/LGCV
136 K AVENUE SUITE 1
SHEPPARD AFB TX 76311-2739

EFFECTIVE 1 JUN 98 ANY VENDOR DOING BUSINESS WITH THE GOVERNMENT
MUST BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTER.

PHONE NUMBER: TOLL FREE 888-227-2423

Internet: <http://www.acq.osd.mil/ec>

THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS
BASIC CONTRACT PERIOD 1-NOVEMBER 1999-30 SEPTEMBER 2000

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Provide furnishing management support for Sheppard AFB, Tx in accordance with the attached Statement of Need (SON), Contractor's Proposal and Technical Exhibits	11	Mo	\$ <u>29,109.22</u>	\$ <u>302,201.35</u>
0002	Reimbursement for cost of material, parts, rentals, supplies, or replacement furnishings as approved IAW para 7 of the SON Note 1	1	Ea		\$ <u>25,000.00(NTE)</u>
0003	Extended Services IAW Para 9 section L note 1 of the SON Note 2	EST. 120	MH	\$ <u>26.36</u>	\$ <u>3,163.20 (EST)</u>
0004	Emergency Services IAW Para 10 of the SON Note 2	EST. 40	MH	\$ <u>26.36</u>	\$ <u>1,054.40 (EST)</u>
EST. TOTAL FOR BASIC YEAR					\$ <u>349,418.95</u>

Note 1 - Replacement items, parts and supplies, under \$1,500.00 per month, do not require advance approval. The Contracting Officer or Representative shall verify all cost with monthly invoice.

Note 2 - These items are Firm Fixed Price Man-Hour cost. Verification, by the Contracting Officer or Representative, is required. The cost of these items shall not be included in Wage Rate adjustments.

**THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS
1st OPTION PERIOD 1-OCTOBER 2000-30 SEPTEMBER 2001**

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
1001	Provide furnishing management support for Sheppard AFB, Tx in accordance with the attached Statement of Need (SON), Contractor's Proposal and Technical Exhibits	12	Mo	\$ <u>29,411.47</u>	\$ <u>352,937.62</u>
1002	Reimbursement for cost of material, parts, rentals, supplies, or replacement furnishings as approved IAW para 7 of the SON Note 1	1	Ea		\$ <u>25,000.00(NTE)</u>
1003	Extended Services IAW Para 9 section L note 1 of the SON Note 2	EST. 120	MH	\$ <u>27.15</u>	\$ <u>3,258.10</u> (EST)
1004	Emergency Services IAW Para 10 of the SON Note 2	EST. 40	MH	\$ <u>27.15</u>	\$ <u>1,086.03</u> (EST)
EST. TOTAL FOR 1 st OPTION YEAR					\$ <u>382,281.75</u>

Note 1 – Replacement items, parts and supplies, under \$1,500.00 per month, do not require advance approval. The Contracting Officer or Representative shall verify all cost with monthly invoice.

Note 2 – These items are Firm Fixed Price Man-Hour cost. Verification, by the Contracting Officer or Representative, is required. The cost of these items shall not be included in Wage Rate adjustments.

**THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS
2nd OPTION PERIOD 1-OCTOBER 2001-31 MARCH 2002**

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
2001	Provide furnishing management support for Sheppard AFB, Tx in accordance with the attached Statement of Need (SON), Contractor's Proposal and Technical Exhibits	6	Mo	\$ 29,743.94	\$ 178,463.63
2002	Reimbursement for cost of material, parts, rentals, supplies, or replacement furnishings as approved IAW para 7 of the SON Note 1	1	Ea		\$12,500.00(NTE)
2003	Extended Services IAW Para 9 section L note 1 of the SON Note 2	EST. 60	MH	\$ 27.97	\$ 1,677.92 (EST)
2004	Emergency Services IAW Para 10 of the SON Note 2	EST. 20	MH	\$ 27.97	\$ 559.31 (EST)

EST. TOTAL FOR 2nd OPTION PERIOD

\$ 193,200.86

Note 1 - Replacement items, parts and supplies, under \$1,500.00 per month, do not require advance approval. The Contracting Officer or Representative shall verify all cost with monthly invoice.

Note 2 - These items are Firm Fixed Price Man-Hour cost. Verification, by the Contracting Officer or Representative, is required. The cost of these items shall not be included in Wage Rate adjustments.

**THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS
3rd OPTION PERIOD 1-APRIL 2002-30 SEPTEMBER 2002**

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
3001	Provide furnishing management support for Sheppard AFB, Tx in accordance with the attached Statement of Need (SON), Contractor's Proposal and Technical Exhibits	6	Mo	\$ <u>29,743.94</u>	\$ <u>178,463.63</u>
3002	Reimbursement for cost of material, parts, rentals, supplies, or replacement furnishings as approved IAW para 7 of the SON Note 1	1	Ea		\$ <u>12,500.00(NTE)</u>
3003	Extended Services IAW Para 9 section L note 1 of the SON Note 2	EST. 60	MH	\$ <u>27.97</u>	\$ <u>1,677.92</u> (EST)
3004	Emergency Services IAW Para 10 of the SON Note 2	EST. 20	MH	\$ <u>27.97</u>	\$ <u>559.31</u> (EST)
EST. TOTAL FOR 3rd OPTION PERIOD					\$ <u>193,200.86</u>

Note 1 – Replacement items, parts and supplies, under \$1,500.00 per month, do not require advance approval. The Contracting Officer or Representative shall verify all cost with monthly invoice.

Note 2 – These items are Firm Fixed Price Man-Hour cost. Verification, by the Contracting Officer or Representative, is required. The cost of these items shall not be included in Wage Rate adjustments.

**THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS
4th OPTION PERIOD 1-OCTOBER 2002-31 MARCH 2003**

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
4001	Provide furnishing management support for Sheppard AFB, Tx in accordance with the attached Statement of Need (SON), Contractor's Proposal and Technical Exhibits	6	Mo	\$ <u>29,979.36</u>	\$ <u>179,876.14</u>
4002	Reimbursement for cost of material, parts, rentals, supplies, or replacement furnishings as approved IAW para 7 of the SON Note 1	1	Ea		\$ <u>12,500.00(NTE)</u>
4003	Extended Services IAW Para 9 section L note 1 of the SON Note 2	EST. 60	MH	\$ <u>28.80</u>	\$ <u>1,728.26 (EST)</u>
4004	Emergency Services IAW Para 10 of the SON Note 2	EST. 20	MH	\$ <u>2880</u>	\$ <u>576.09 (EST)</u>
EST. TOTAL FOR 4th OPTION PERIOD					\$ <u>194,680.49</u>

Note 1 – Replacement items, parts and supplies, under \$1,500.00 per month, do not require advance approval. The Contracting Officer or Representative shall verify all cost with monthly invoice.

Note 2 – These items are Firm Fixed Price Man-Hour cost. Verification, by the Contracting Officer or Representative, is required. The cost of these items shall not be included in Wage Rate adjustments.

**THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS
5th OPTION PERIOD 1-APRIL 2003-30 SEPTEMBER 2003**

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
5001	Provide furnishing management support for Sheppard AFB, Tx in accordance with the attached Statement of Need (SON), Contractor's Proposal and Technical Exhibits	6	Mo	\$ <u>29,979.36</u>	\$ <u>179,876.14</u>
5002	Reimbursement for cost of material, parts, rentals, supplies, or replacement furnishings as approved IAW para 7 of the SON Note 1	1	Ea		\$ <u>12,500.00(NTE)</u>
5003	Extended Services IAW Para 9 section L note 1 of the SON Note 2	EST. 60	MH	\$ <u>28.80</u>	\$ <u>1,728.26</u> (EST)
5004	Emergency Services IAW Para 10 of the SON Note 2	EST. 20	MH	\$ <u>28.80</u>	\$ <u>576.09</u> (EST)
EST. TOTAL FOR 5th OPTION PERIOD					\$ <u>194,680.49</u>

Note 1 – Replacement items, parts and supplies, under \$1,500.00 per month, do not require advance approval. The Contracting Officer or Representative shall verify all cost with monthly invoice.

Note 2 – These items are Firm Fixed Price Man-Hour cost. Verification, by the Contracting Officer or Representative, is required. The cost of these items shall not be included in Wage Rate adjustments.

**THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS
6th OPTION PERIOD 1-OCTOBER 2003-31 MARCH 2004**

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
6001	Provide furnishing management support for Sheppard AFB, Tx in accordance with the attached Statement of Need (SON), Contractor's Proposal and Technical Exhibits	6	Mo	\$ <u>30,820.13</u>	\$ <u>184,920.78</u>
6002	Reimbursement for cost of material, parts, rentals, supplies, or replacement furnishings as approved IAW para 7 of the SON Note 1	1	Ea		\$ <u>12,500.00(NTE)</u>
6003	Extended Services IAW Para 9 section L note 1 of the SON Note 2	EST. 60	MH	\$ <u>29.67</u>	\$ <u>1,780.11</u> (EST)
6004	Emergency Services IAW Para 10 of the SON Note 2	EST. 20	MH	\$ <u>29.67</u>	\$ <u>593.37</u> (EST)
EST. TOTAL FOR 6th OPTION PERIOD					\$ <u>199,794.26</u>

Note 1 – Replacement items, parts and supplies, under \$1,500.00 per month, do not require advance approval. The Contracting Officer or Representative shall verify all cost with monthly invoice.

Note 2 – These items are Firm Fixed Price Man-Hour cost. Verification, by the Contracting Officer or Representative, is required. The cost of these items shall not be included in Wage Rate adjustments.

**THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS
7th OPTION PERIOD 1-APRIL 2004-30 SEPTEMBER 2004**

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
7001	Provide furnishing management support for Sheppard AFB, Tx in accordance with the attached Statement of Need (SON), Contractor's Proposal and Technical Exhibits	6	Mo	\$ <u>30,820.13</u>	\$ <u>184,920.78</u>
7002	Reimbursement for cost of material, parts, rentals, supplies, or replacement furnishings as approved IAW para 7 of the SON Note 1	1	Ea		\$ <u>12,500.00(NTE)</u>
7003	Extended Services IAW Para 9 section L note 1 of the SON Note 2	EST. 60	MH	\$ <u>29.67</u>	\$ <u>1,780.11</u> (EST)
7004	Emergency Services IAW Para 10 of the SON Note 2	EST. 20	MH	\$ <u>29.67</u>	\$ <u>593.37</u> (EST)
EST. TOTAL FOR 7th OPTION PERIOD					\$ <u>199,794.26</u>
EST. TOTAL BASIC AND 7 OPTION PERIODS					\$ <u>1,907,051.90</u>

Note 1 - Replacement items, parts and supplies, under \$1,500.00 per month, do not require advance approval. The Contracting Officer or Representative shall verify all cost with monthly invoice.

Note 2 - These items are Firm Fixed Price Man-Hour cost. Verification, by the Contracting Officer or Representative, is required. The cost of these items shall not be included in Wage Rate adjustments.

II. APPLICABLE CONTRACT CLAUSES

(1) FAR 52.212-4 (FULL TEXT) Contract Terms & Conditions

52.212-4 -- Contract Terms and Conditions -- Commercial Items.

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727).

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C.601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include --

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number and, if applicable, the order number;

(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(6) Terms of any prompt payment discount offered;

(7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31

U.S.C.3903) and Office of Management and Budget (OMB) Circular A-125, Prompt

Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(End of Clause)

ADDITIONAL CLAUSES

(2) Addendum 1 to FAR 52.212-4

CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS

(MAY 1999)

Reference FAR 52.212-4, Paragraph (c) is tailored as follows:

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of parties, with the exception of:

- (1) Administrative changes such as changes in the paying office, appropriation data, etc
- (2) Exercise of remain options adding funding for the next fiscal year.
- (3) Any change made before work begins if-
 - (a) The change is within the scope of the original order,
 - (b) The contractor agrees;
 - (c) The modification references the contractor's verbal or written agreement.

These changes may be made unilaterally by the Government.

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE

(FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

FAR 52.204-4 Printing /Copying Double Sided On Recycled (JUN 1996)
Paper (IAW FAR 4.304)

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)
(IAW FAR 16.105)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation

FAR 52.217-8	Option to Extend Services (IAW FAR 17.208(f))	(AUG 1989)
FAR 52.217-9	Option to Extend the Term of the contract (IAW FAR 17.208(g))	(MAR 1989)

For the purpose of this clause the blanks are completed as follows:

- (a) within 15 days (prior to expiration of the contract period)
- (c) not to exceed 60 months

FAR 52.223-10	Waste Reduction Program (IAW FAR 23.706)	(OCT 1997)
FAR 52.232-18	Availability of Funds (IAW FAR 32.705-1(a))	(APR 1984)
FAR 52.237-1	Site Visit (IAW FAR 37.110(a))	(APR 1984)
FAR 52.237-2	Protection of Government Buildings, Equipment, And Vegetation (IAW FAR 37.110(b))	(APR 1984)
FAR 52.237-3	Continuity of Services (IAW 37.11(c))	(JAN 1991)
FAR 52.245-2	Government Property (Fixed-Price Contract) (IAW FAR 45-106(b)(2))	(DEC 1989)
FAR 52.245-2	Government Property (Fixed-Price Contract) Alternate 1 (IAW FAR 45-106(b)(2))	(DEC 1989)
FAR 52.245-8	Liability for the Facilities (IAW FAR 45.302-6(b))	(JAN 1997)
DFAR 252.201-7001	Commercial and Government Entity (CAGE) Code Reporting (IAW DFARS 204.602-70)	(DEC 1991)
DFARS 252.204-7004	Required Central Contractor Registration (IAW DFARS 204.7304)	(MAR 1998)
DFARS 252.219-7009	Section 8(a) Direct Award (IAW 219.811-3(1))	(JUN 1998)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Memorandum of Understanding dated May 6, 1998, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

SMALL BUSINESS ADMINISTRATION
DALLAS/FT WORTH DISTRICT OFFICE
4300 AMON CARTER BLVD, SUITE 114
FT WORTH TX 76155

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that-

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

AETC FARS

5352.214-9000 Smoking in AETC Facilities (JUL 1993)
(IAW AETC FARS 5314.201-2(h))

5352.217-9000 Option Clause Limitation Notice. (JUL 1994)
(IAW AETC FARS 5317.208)

This contract contains two option provisions, (i) Option to Extend Services, and (ii) Option to Extend the Term of the Contract (see FAR 52.217-8 and FAR 52.217-9). Either or both may be exercised unilaterally by the government. The clause entitled "Option to Extend the Term of the Contract" will not be exercised after any exercise of the "Option to Extend Services" clause.

5352.237-9001 Preperformance Conference. (JUL 1993)
(IAW AETC FARS 5337.110(b))

Offerors/bidders are hereby advised that if they are awarded a contract as a result of this solicitation, they may be required to appear at the 82d CONS/LGCV, 136 K Avenue, Suite 1, Building 1664, Sheppard AFB TX, at a time to be determined by the Contracting Officer, to attend a preperformance conference prior to commencement of any work on the military installation.

SHEPPARD AFB CLAUSE

Method of Deduction for Non-Reperformance

In accordance with FAR Clause 52.212-4 (a), entitled "Inspection/Acceptance," the contractor is afforded an opportunity to reperform a service that was missed or not in accordance with the requirements in the Statement of Need. (ie. missed pick up or delivery) For each missed task that is not reperformed, the proportional cost for the CLIN will be deducted from the monthly invoice. For example, if during the Base Year, a pick up was

missed and not reperformed before the end of the next duty day, the cost as compared to the total actions for the month will be deducted.

Example:

Actions for month	1225
Un-reperformed Work	10
Monthly Invoice for CLIN 0001	\$7,500.00
Deduction	\$61.22
(\$7,500.00 / 1225 = \$6.12 X 10 = \$61.22)	

ONE-TIME DOWNWARD ADJSUTMENT CLAUSE

THE GOVERNMENT RESERVES THE RIGHT TO REOPEN NEGOTIATIONS FOR THE GENERAL AND ADMINISTRATIVE (G & A) RATE ONE TIME UPON RECEIPT OF THE DCAA AUDIT REPORT. THE G&A RATE WILL BE THE ONLY ITEMS DISCUSSED IN THE NEGOTIATION. NEGOTIATIONS WILL ONLY BE REOPENED AT THE DISCRETION OF THE GOVERNMENT AND ONLY IF THE DCAA AUDIT REPORT INDICATES THAT THE G&A IS LESS THAN 8.26%. THE PROFIT RATE WILL REMAIN UNCHANGED AT 10% AND THE TOTAL COST FOR LINE ITEM 0001 EXCLUDING G&A IS \$27,076.05 PER MONTH. THIS CLAUSE MUST BE EXERCISED, BY THE GOVERNMENT, WITHIN SIX MONTHS OF CONTRACT AWARD. IT BECOMES SELF DELETING WHEN EXERCISED OR AFTER SIX MONTHS AFTER AWARD.

52.212-5-Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items.

(IAW FAR 12.301(b)(4))

(MAY 1999)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O.11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C.253g and 10 U.S.C.2402).

___ ([2]) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

___ ([3]) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___ ([4])

___ [(i) 52.219-5, Very Small Business Set-Aside (pub. L. 103-403, section 304, small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I to 52.219-5.

___ (iii) Alternate II to 52.219-5.]

___ ([5]) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

___ ([6]) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

☒ ([7]) 52.219-14, Limitations on Subcontracting (15 U.S.C.637(a)(14)).

___ ([8]) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I of 52.219-23.

___ ([9]) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X ([10]) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (12) 52.222-26, Equal Opportunity (E.O.11246).

X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212).

X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793).

X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212).

___ (16) 52.225-3, Buy American Act -- Supplies (41 U.S.C.10).

___ (17) 52.225-9, Buy American Act -- Trade Agreements Act --Balance of Payments Program (41 U.S.C.10, 19 U.S.C.2501-2582).

___ (18) [Reserved]

___ (19) 52.225-18, European Union Sanction for End Products (E.O.12849).

___ (20) 52.225-19, European Union Sanction for Services (E.O.12849).

___ (21)

___ (i) 52.225-21, Buy American Act -- North American Free Trade Agreement Implementation Act --Balance of Payments Program (41 U.S.C. 10, Pub.L.103-187).

___ (ii) Alternate I of 52.225-21.

[*X (22) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).

___ (23) 52.232-4, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (31 U.S.C. 3332).

___ (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).]

___ ([*25]) 52.239-1, Privacy or Security Safeguards (5 U.S.C.552a).

___ ([*26]) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C.1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

X (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C.351, et seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C.206 and 41 U.S.C.351, et seq.).

<u>Employee Class</u>	<u>Monetary Wage-Fringe Benefit</u>
Truck Driver, Medium	WG-7 Step 2 \$11.74
Laborer	WG-2 Step 2 \$ 8.26
Furniture Handler	WG-3 Step 2 \$ 8.96

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C.351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (29 U.S.C.206 and 41 U.S.C.351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C.351, et seq.).

(d) *Comptroller General Examination of Record.* The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --

(1) 52.222-26, Equal Opportunity (E.O.11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of Clause)

252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items.

(IAW FAR 212.301(f)(iii))

(JAN 1999)

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

____ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

____ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

____ 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

____ 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).

____ 252.225-7007 Buy American Act-Trade Agreements--Balance of Payments Program (___ Alternate 1) (41 U.S.C. 10a-

- 10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- X 252.225-7012 Preference for Certain Domestic Commodities.
- 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
- 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- 252.225-7021 Trade Agreements (___Alternate I) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- 252.225-7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
- 252.225-7036 Buy American Act—North American Free Trade Agreement Implementation Act--Balance of Payments Program (___ Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- X 252.227-7015 Technical Data—Commercial Items (10 U.S.C. 2320).
- 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- X 252.243-7002 Certification of Requests for Equitable Adjustment (10 U.S.C. 2410).
- 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

III. CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

Attachment	Description	Number of Pages
1	Statement of Need	4
2	Work Load Estimate	1
3	Historical Data for Fiscal Year 1998	1
4	Service Delivery Summary	1
5	Department of Labor Wage Determination No. 94-2525, Rev 14, dated 08/31/1999	9
6	List of Contractor Required Equipment	
7	Amendments	
	0001 Dated 21 May 99	
	0002 Dated 10 Aug 99	
	0003 Dated 10 Aug 99	
	0004 Dated 18 Aug 99	
	0005 Dated 20 Sep 99	
	0006 Dated 29 Sep 99	